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6/18/2010 2:14 PM

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Suzanne Henderson

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CHESAPEAKE ENERGY CORP.  
ATTN: RECORDING TEAM  
P.O. Box 18496  
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**AMENDMENT AND EXTENSION OF OIL AND GAS LEASE**

**L0540810**

Electronically Recorded  
Chesapeake Operating, Inc.

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

This Amendment of Oil and Gas Lease ("Amendment") is executed by Vera Jean Massie, whose address is P.O. Box 14353, Fort Worth, Texas 76117 ("Lessor"), and Chesapeake Exploration, L.L.C., the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee") for the purposes and considerations hereinafter expressed.

**WHEREAS**, Lessee is the current owner of the interest in and under that certain oil and gas lease (the "Lease") dated May 16, 2005 from Lessor to Snow Operating Co., Inc., recorded as document number D206018531, Real Property Records, Tarrant County, Texas.

**WHEREAS**, Total E&P USA, Inc. acquired an undivided 25% of Chesapeake Exploration, L.L.C.'s working interest in the aforementioned Lease and both desires to amend the Lease as follows.

**WHEREAS**, the parties named herein now desire to amend the Lease as hereinafter set forth.

1. Paragraph 2 of the Lease and paragraph 1 of the addendum attached to the Lease is hereby deleted in its entirety and replaced by the following new paragraph 2:

*"2. Term of Lease. This Lease, which is a "paid-up" lease without rentals, shall be in force for a term of seven (7) years from May 16, 2005 (called "Primary Term") and as long thereafter as oil or gas or other substance covered hereby are produced from the Lease Premises, or lands pooled therewith, in paying quantities or as long as this Lease is continued in effect, as otherwise provided herein."*

2. It is hereby agreed and understood between the parties hereto that wherever the terms three-sixteenths (3/16<sup>th</sup>) appears in the Lease and its addendum attached thereto, where it pertains to the royalty amount, said term is hereby deleted and the term **Twenty-One and Seven-Eighths (21.875%) Percent** is inserted and substituted therefore.

3. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns, and may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon each party executing the same whether or not it is executed by all.

4. The Lessor hereby grants and leases the Lease Premises to the Lessee on the terms and conditions set forth in the Lease, as amended hereby, and the Lessor hereby adopts, ratifies and confirms the Lease, as amended hereby, and agrees that the Lease, as amended hereby is a valid and subsisting lease in full force and effect in accordance with its terms and provisions, as amended.

5. Terms defined in the Lease shall have the same meaning in this Amendment.

6. It is further understood and agreed by all parties hereto that the provisions contained herein shall supersede any provision to the contrary in said Lease described herein, however in all other respects, said Lease and the prior provisions thereto, shall remain in full force and effect.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby revive, adopt, ratify, and confirm

TX 7151988-001

said lease, grant, demise and let the land described on Exhibit A unto Chesapeake, subject to and in accordance with all of the terms and provisions of said Lease as amended herein

EXECUTED on the date(s) subscribed to the acknowledgements below, but effective as of the 14<sup>th</sup> day of May, 2010.

**LESSOR:**

By: Vera Jean Massie  
Name: Vera Jean Massie

**LESSEE:**

**CHESAPEAKE EXPLORATION, L.L.C.**

By: \_\_\_\_\_  
Henry J. Hood, Senior Vice President  
Land and Legal & General Counsel

**LESSEE:**

**TOTAL E&P USA, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Eric Bonnin, Vice President -  
Business Development and Strategy

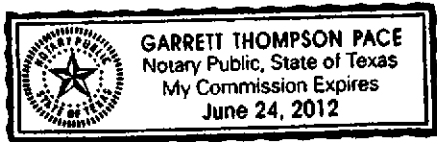
ACKNOWLEDGMENTS ON FOLLOWING PAGES

ACKNOWLEDGMENTS

STATE OF Texas §  
COUNTY OF Tarrant §

The foregoing instrument was acknowledged before me, on this 14<sup>th</sup> day of May, 2010 by Vera Jean Massie.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day and year last above written.



Notary Public in and for the State of Texas.  
Signature of Notary: Garrett Thompson Pace  
Garrett Thompson Pace  
(Print Name of Notary Here)

SEAL:

My Commission Expires: June 24, 2012

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2010, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Exhibit A  
Land Description**

**Attached to and made a part of that certain Amendment and Extension of Oil and Gas Lease dated 14<sup>th</sup> day of May, 2010, between Vera Jean Massie, whose address is P.O. Box 14353, Fort Worth, Texas 76117 ("Lessor"), and Chesapeake Exploration, L.L.C., the address of which is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 and Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002 (collectively, "Lessee")**

"Lot 1A, of the Jack Williams Addition, an Addition to the City of Haltom City, Texas, consisting of 0.318 acres of land, more or less, and more fully described by metes and bounds in Deed recorded in Volume 4614, Page 426, in the Deed Records of Tarrant County, Texas to which a reference is made for a complete description of the property leased"

Record & Return to:  
Chesapeake Operating, Inc.  
P.O. Box 18496  
Oklahoma City, OK 73154